

EXHIBIT 16

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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN JOSE DIVISION

12 CISCO SYSTEMS, INC.,

13 Plaintiff,

14 v.

15 ARISTA NETWORKS, INC.,

16 Defendant.

Case No. 5:14-cv-05344-BLF (PSG)

**DEFENDANT ARISTA NETWORKS,
INC.'S NOTICE OF RULE 30(b)(6)
DEPOSITION OF PLAINTIFF CISCO
SYSTEMS, INC.**

Judge: Hon. Beth Labson Freeman

Date Filed: December 5, 2014

Trial Date: November 21, 2016

1 **PLEASE TAKE NOTICE** that pursuant to Rules 26 and 30(b)(6) of the Federal Rules of
 2 Civil Procedure and Civil L.R. 30, the Court's Corrected Case Management Order, and any other
 3 applicable orders or standing orders, Defendant Arista Networks, Inc. ("Arista") will take the
 4 testimony upon oral deposition of Plaintiff Cisco Systems, Inc. ("Cisco"), through one or more of
 5 its officers, directors, managing agents, or other persons designated and consenting to testify on
 6 the matters listed in **ATTACHMENT A**.

7 The deposition will commence on February 15, 2016, or a mutually agreeable date
 8 thereafter, at the law offices of **Keker & Van Nest LLP, 633 Battery Street, San Francisco,**
 9 **California 94111** at 9:00 a.m. each day, before a court reporter or other officer authorized to
 10 administer oaths. The deposition will continue day to day until completed, will be conducted in
 11 accordance with the Federal Rules of Civil Procedure, and will be recorded by stenographic and
 12 videographic means, including real-time transcription.

13 At least seven days before the deposition, Cisco shall produce a list of proposed witnesses
 14 designated to testify for each topic identified in **ATTACHMENT A**. Cisco shall also
 15 affirmatively describe the scope of testimony that each such witness will be prepared to provide
 16 for each of that witness's designated topics.

17 Arista hereby reserves the right to notice and depose Cisco pursuant to Rule 30(b)(6) of
 18 the Federal Rules of Civil Procedure at a later date on other subject matters, as agreed upon by the
 19 parties.

20 Dated: January 19, 2016

KEKER & VAN NEST LLP

21 By: /s/ Brian L. Ferrall

22 ROBERT A. VAN NEST
 23 BRIAN L. FERRALL
 24 DAVID SILBERT
 25 MICHAEL S. KWUN

26 Attorneys for Defendant ARISTA
 NETWORKS, INC.

ATTACHMENT A

DEFINITIONS AND INSTRUCTIONS

1. “CISCO,” “YOU,” and “YOUR” means Cisco Systems, Inc. and all affiliate, parent, predecessor, subsidiary, and successor corporations, any joint venture to which it may be a party, and all agents, attorneys, accountants, consultants, directors, employees, and officers thereof, including any person who has served in any such capacity at any time.

2. “ARISTA” means Arista Networks, Inc. and all affiliate, parent, predecessor, subsidiary, and successor corporations, any joint venture to which it may be a party, and all agents, attorneys, accountants, consultants, directors, employees, and officers thereof, including any person who has served in any such capacity at any time.

3. “THIS LITIGATION” means the matter captioned *Cisco Systems, Inc. v. Arista Networks, Inc.*, Case No. 5:14-cv-05344-BLF (PSG), pending in the United States District Court for the Northern District of California.

4. “SECOND AMENDED COMPLAINT” means the document entitled “SECOND AMENDED COMPLAINT FOR COPYRIGHT AND PATENT INFRINGEMENT” filed on July 23, 2015 as Docket Number 64 in THIS LITIGATION, and all exhibits and attachments thereto. If YOU are permitted to file an amended pleading that supersedes the SECOND AMENDED COMPLAINT, then this term shall refer to the version of the complaint that is operative at the time of the deposition.

5. “526 PATENT” means United States Patent No. 7,047,526, as well as any and all parents, continuations, continuations-in-part, or divisional relating thereto.

6. “886 PATENT” means United States Patent No. 7,953,886, as well as any and all parents, continuations, continuations-in-part, or divisional relating thereto.

7. “COPYRIGHTED WORKS” means each and every alleged copyrighted work, and each and every asserted aspect thereof, that CISCO contends has been and/or is being infringed by Arista in THIS LITIGATION.

1 8. “ASSERTED PATENT(S)” means the ’526 PATENT and the ’886 PATENT.
2 The term “ASSERTED PATENTS” includes each patent individually and the patents collectively
3 so as to give the associated topics the broadest possible scope.

4 9. “NAMED INVENTORS” means Anil Bansal, Prakash Bettadapur, Paul Mustoe,
5 Jung Tjong, Sastry Varanasi, Jeffrey Wheeler, the named inventors of the ASSERTED
6 PATENTS.

7 10. “ACCUSED ’526 PRODUCTS” means all products, including all versions,
8 features, and functionality thereof, that CISCO contends infringes the ’516 PATENT in THIS
9 LITIGATION.

10 11. “ACCUSED ’886 PRODUCTS” means all products, including all versions,
11 features, and functionality thereof, that CISCO contends infringes the ’886 PATENT in THIS
12 LITIGATION.

13 12. “ACCUSED PRODUCTS” means the ACCUSED ’526 PRODUCTS, the
14 ACCUSED ’886 PRODUCTS, and all products, including all versions, features, and functionality
15 thereof, that CISCO contends infringes its COPYRIGHTED WORKS in THIS LITIGATION.

16 13. “IETF” means The Internet Engineering Task Force, which is an organized
17 activity of the Internet Society (ISOC).

18 14. “RFC” means “Request for Comments,” which is a type of publication from the
19 IETF and the Internet Society, the principal technical development and standards-setting bodies
20 for the Internet.

21 15. “IEEE” means Institute of Electrical and Electronics Engineers.

22 16. “EOS” means any Arista operating system that CISCO contends infringes the
23 ASSERTED PATENTS and/or its COPYRIGHTED WORKS in THIS LITIGATION, including
24 the “Extensible Operating System” software, and all versions, parts, and subparts thereof,
25 including any source code, software applications, application programming interfaces (APIs), and
26 extensions thereof. “EOS” as defined herein should also include EOS+ to the extent Cisco
 accuses it of infringing the ASSERTED PATENTS and/or COPYRIGHTED WORKS in THIS
 LITIGATION.

1 17. “IOS” means the Internetwork Operating System provided by Cisco on Cisco
2 products, including IOS, IOS XR, and IOS XE and including all versions, parts and subparts,
3 including any source code, software applications, application programming interfaces (APIs), and
4 extensions thereof.

5 18. “NX-OS” means the Nexus Operating System provided by Cisco on Cisco
6 products, including NX-OS and including all versions, parts and subparts, including any source
7 code, software applications, application programming interfaces (APIs), and extensions thereof.

8 19. “Cisco IOS” means any Cisco operating system, including any source code,
9 software applications, application programming interfaces (APIs), and extensions thereof, and
10 including both “IOS” and “NX-OS.”

11 20. “CLI” means command-line interface.

12 21. “Cisco CLI” means the command-line interface used with and supported by any
13 version of Cisco IOS.

14 22. “Arista CLI” means the command-line interface used with and supported by any
15 version of EOS.

16 23. “CLI command” means any word or combination of words that is used or
17 recognized as a command in a command-line interface.

18 24. “NETWORK MANAGEMENT PRODUCT” means any product used to monitor,
19 configure, or otherwise manage network devices and/or their associated firmware and software,
20 including without limitation YOUR CiscoWorks Networks Compliance Monitor product and all
21 device drivers that it supports (or has ever supported), the Tail-f Network Control System (NCS)
22 and all network element drivers (NEDs) that it supports (or has ever supported), and the Cisco
23 Network Service Orchestrator (NSO) enabled by Tail-f, and all NEDs that it supports (or has ever
24 supported).

25 25. “OPEN SOURCING” means making or denoting source code, or portions thereof,
26 freely available for the use, redistribution, and/or modification by users and/or other developers.

 26. “STANFORD UNIVERSITY” means The Leland Stanford Junior University,
which is also known in official documents as The Board of Trustees of the Leland Stanford Junior

1 University, and all affiliate, parent, predecessor, subsidiary, and successor corporations, any joint
2 venture to which it may be a party, and all agents, attorneys, accountants, consultants, directors,
3 employees, and officers thereof, including any person who has served in any such capacity at any
4 time.

5 27. "STANFORD LICENSE" means the license agreement entered into between
6 STANFORD UNIVERSITY and CISCO, effective as of April 15, 1987, and all attachments and
7 amendments thereto.

8 28. "3COM" means 3Com Corporation and all affiliate, acquired, acquiring (including
9 HP), parent, predecessor, subsidiary, and successor corporations, any joint venture to which it
10 may be a party, and all agents, attorneys, accountants, consultants, directors, employees, and
11 officers thereof, including any person who has served in any such capacity at any time.

12 29. "ADTRAN" means ADTRAN, Inc. and all affiliate, acquired, acquiring, parent,
13 predecessor, subsidiary, and successor corporations, any joint venture to which it may be a party,
14 and all agents, attorneys, accountants, consultants, directors, employees, and officers thereof,
15 including any person who has served in any such capacity at any time.

16 30. "ALLIED TELESIS" means Allied Telesis (formerly Allied Telesyn) and all
17 affiliate, acquired, acquiring, parent, predecessor, subsidiary, and successor corporations, any
18 joint venture to which it may be a party, and all agents, attorneys, accountants, consultants,
19 directors, employees, and officers thereof, including any person who has served in any such
20 capacity at any time.

21 31. "ALU" means Alcatel-Lucent S.A. and all affiliate, acquired, acquiring, parent,
22 predecessor, subsidiary, and successor corporations (including Nokia Corporation), any joint
23 venture to which it may be a party, and all agents, attorneys, accountants, consultants, directors,
24 employees, and officers thereof, including any person who has served in any such capacity at any
25 time.

26 32. "AVAYA" means Avaya Inc. and all affiliate, acquired (including NORTEL),
acquiring, parent, predecessor, subsidiary, and successor corporations, any joint venture to which

1 it may be a party, and all agents, attorneys, accountants, consultants, directors, employees, and
2 officers thereof, including any person who has served in any such capacity at any time.

3 33. "BAY NETWORKS" means Bay Networks and all affiliate, acquired, acquiring
4 (including NORTEL), parent, predecessor (including SynOptics Communications and Wellflett
5 Communications), subsidiary, and successor corporations, any joint venture to which it may be a
6 party, and all agents, attorneys, accountants, consultants, directors, employees, and officers
7 thereof, including any person who has served in any such capacity at any time.

8 34. "BLADE" means BLADE Network Technologies and all affiliate, acquired,
9 acquiring (including IBM), parent, predecessor, subsidiary, and successor corporations, any joint
10 venture to which it may be a party, and all agents, attorneys, accountants, consultants, directors,
11 employees, and officers thereof, including any person who has served in any such capacity at any
12 time.

13 35. "BROCADE" means Brocade Communications Systems and all affiliate, acquired
14 (including FOUNDRY), acquiring, parent, predecessor, subsidiary, and successor corporations,
15 any joint venture to which it may be a party, and all agents, attorneys, accountants, consultants,
16 directors, employees, and officers thereof, including any person who has served in any such
17 capacity at any time.

18 36. "D-LINK" means D-Link Corporation and all affiliate, acquired, acquiring, parent,
19 predecessor, subsidiary, and successor corporations, any joint venture to which it may be a party,
20 and all agents, attorneys, accountants, consultants, directors, employees, and officers thereof,
21 including any person who has served in any such capacity at any time.

22 37. "DEC" means Digital Equipment Corporation and all affiliate, acquired, acquiring,
23 parent, predecessor, subsidiary, and successor corporations, any joint venture to which it may be a
24 party, and all agents, attorneys, accountants, consultants, directors, employees, and officers
25 thereof, including any person who has served in any such capacity at any time.

26 38. "DELL" means Dell Inc. and all affiliate, acquired (including FORCE10),
acquiring, parent, predecessor, subsidiary, and successor corporations, any joint venture to which

1 it may be a party, and all agents, attorneys, accountants, consultants, directors, employees, and
2 officers thereof, including any person who has served in any such capacity at any time.

3 39. "ERICSSON" means Telefonaktiebolaget L. M. Ericsson and all affiliate, acquired
4 (including REDBACK), acquiring, parent, predecessor, subsidiary, and successor, any joint
5 venture to which it may be a party, and all agents, attorneys, accountants, consultants, directors,
6 employees, and officers thereof, including any person who has served in any such capacity at any
7 time.

8 40. "EXTREME NETWORKS" means Extreme Networks and all affiliate, acquired,
9 acquiring, parent, predecessor, subsidiary (including Enterasys Networks), and successor, any
10 joint venture to which it may be a party, and all agents, attorneys, accountants, consultants,
11 directors, employees, and officers thereof, including any person who has served in any such
12 capacity at any time.

13 41. "F5" means F5 Networks, Inc. and all affiliate, acquired, acquiring, parent,
14 predecessor, subsidiary, and successor corporations, any joint venture to which it may be a party,
15 and all agents, attorneys, accountants, consultants, directors, employees, and officers thereof,
16 including any person who has served in any such capacity at any time.

17 42. "FORCE10" means Force10 Networks, also known as Dell Force10 and nCore
18 Networks, and all affiliate, acquired, acquiring (including DELL), parent, predecessor, subsidiary,
19 and successor corporations, any joint venture to which it may be a party, and all agents, attorneys,
20 accountants, consultants, directors, employees, and officers thereof, including any person who has
21 served in any such capacity at any time.

22 43. "FOUNDRY" means Foundry Networks, Inc. and all affiliate, acquired, acquiring
23 (including BROCADE), parent, predecessor, subsidiary, and successor corporations, any joint
24 venture to which it may be a party, and all agents, attorneys, accountants, consultants, directors,
25 employees, and officers thereof, including any person who has served in any such capacity at any
26 time.

44. "HP" means The Hewlett-Packard Company and all affiliate, acquired (including
3COM), acquiring, parent, predecessor, subsidiary, and successor corporations (including Hewlett

1 Packard Enterprise), any joint venture to which it may be a party, and all agents, attorneys,
2 accountants, consultants, directors, employees, and officers thereof, including any person who has
3 served in any such capacity at any time.

4 45. "HUAWEI" means Huawei Technologies Co. Ltd. and all affiliate, acquired,
5 acquiring, parent, predecessor, subsidiary, and successor corporations, any joint venture to which
6 it may be a party, and all agents, attorneys, accountants, consultants, directors, employees, and
7 officers thereof, including any person who has served in any such capacity at any time.

8 46. "IBM" means International Business Machines Corporation and all affiliate,
9 acquired (including BLADE), acquiring (including LENOVO), parent, predecessor, subsidiary,
10 and successor corporations, any joint venture to which it may be a party, and all agents, attorneys,
11 accountants, consultants, directors, employees, and officers thereof, including any person who has
12 served in any such capacity at any time.

13 47. "LENOVO" means Lenovo (United States) Inc. and all affiliate, acquired
14 (including certain IBM business units), acquiring, parent, predecessor, subsidiary, and successor
15 corporations, any joint venture to which it may be a party, and all agents, attorneys, accountants,
16 consultants, directors, employees, and officers thereof, including any person who has served in
17 any such capacity at any time.

18 48. "NEC" means NEC Corporation and all affiliate, acquired, acquiring, parent,
19 predecessor, subsidiary, and successor corporations, any joint venture to which it may be a party,
20 and all agents, attorneys, accountants, consultants, directors, employees, and officers thereof,
21 including any person who has served in any such capacity at any time.

22 49. "NETGEAR" means Netgear, Inc. and all affiliate, acquired, acquiring, parent,
23 predecessor, subsidiary, and successor corporations, any joint venture to which it may be a party,
24 and all agents, attorneys, accountants, consultants, directors, employees, and officers thereof,
25 including any person who has served in any such capacity at any time.

26 50. "NORTEL" means Nortel Networks Corporation, formerly known as Northern
Telecom Limited, and all affiliate, acquired (including BAY NETWORKS), acquiring (including
AVAYA), parent, predecessor, subsidiary, and successor corporations, any joint venture to which

1 it may be a party, and all agents, attorneys, accountants, consultants, directors, employees, and
 2 officers thereof, including any person who has served in any such capacity at any time.

3 51. “PROCKET” means Procket Networks, Inc. and all affiliate, acquired, acquiring
 4 (including CISCO), parent, predecessor, subsidiary, and successor, any joint venture to which it
 5 may be a party, and all agents, attorneys, accountants, consultants, directors, employees, and
 6 officers thereof, including any person who has served in any such capacity at any time.

7 52. “PROTEON” means Proteon, Inc. and all affiliate, acquired, acquiring, parent,
 8 predecessor, subsidiary, and successor corporations, any joint venture to which it may be a party,
 9 and all agents, attorneys, accountants, consultants, directors, employees, and officers thereof,
 10 including any person who has served in any such capacity at any time.

11 53. “REDBACK” means Redback Networks and all affiliate, acquired, acquiring
 12 (including ERICSSON), parent, predecessor, subsidiary, and successor, any joint venture to
 13 which it may be a party, and all agents, attorneys, accountants, consultants, directors, employees,
 14 and officers thereof, including any person who has served in any such capacity at any time.

15 54. “XKL” means XKL LLC and all affiliate, acquired, acquiring, parent, predecessor,
 16 subsidiary, and successor, any joint venture to which it may be a party, and all agents, attorneys,
 17 accountants, consultants, directors, employees, and officers thereof, including any person who has
 18 served in any such capacity at any time.

19 55. “THIRD PARTY VENDORS” mean the following vendors: 3COM, ADTRAN,
 20 ALLIED TELESIS, ALU, AVAYA, BAY NETWORKS, BLADE, BROCADE, D-LINK, DEC,
 21 DELL, ERICSSON, EXTREME NETWORKS, F5, FORCE10, FOUNDRY, HP, HUAWEI,
 22 IBM, LENOVO, NEC, NETGEAR, NORTEL, PROCKET, PROTEON, REDBACK, and XKL.

23 56. “ISCLI” means “Industry Standard CLI” and refers to the CLI of the same name
 24 supported by certain NEC, HP, BLADE, and IBM networking products. Examples include the
 25 “ISCLI” supported by IBM Networking OS 7.5

26 57. “HUAWEI LITIGATION” means the matter captioned *Cisco Systems, Inc., et al.*
v. Huawei Technologies Co. Ltd., et al., Case No. 2:03-cv-00027-TJW, in the United States
 District Court for the Eastern District of Texas.

1 58. “PRIOR ART” means materials that qualify as prior art under 35 U.S.C. § 102 *et*
2 *seq.*

3 59. “DOCUMENT(S)” is used in the broadest possible sense as interpreted under the
4 Federal Rules of Civil Procedure and includes without limitation all originals and copies,
5 duplicates, drafts, and recordings of any written, printed, graphic or otherwise recorded matter,
6 however produced or reproduced, and all “writings” as defined in Federal Rule of Evidence 1001,
7 including without limitation the following: abstracts, advertisements, agendas, agreements,
8 analyses of any kind, appointment calendars, articles, assignments, blueprints, books, brochures,
9 charts, circulars, compilations, computer programs, runs and printouts, computer data files in
10 machine readable form, contracts, diaries, letters, email, reports (including reports or notes of
11 telephone or other conversations), memoranda, brochures, books, ledgers, drawings, photographs,
12 specifications, drafts, catalogs, instructions, invoices, bills of materials, minutes, orders,
13 publications, purchase orders, proposals, working papers, laboratory notebooks and other writings
14 of whatsoever nature, whether on paper, magnetic tape or other information storage means,
15 including film and computer memory devices; all drafts prepared in connection with any such
16 writings, whether used or not, regardless of whether the document still exists, and regardless of
17 who has maintained custody of such documents; and where any such items contain any marking
18 not appearing on the original or are altered from the original, then such items shall be considered
19 to be separate original documents.

20 60. “COMMUNICATION(S)” means every manner or method of disclosure or
21 transfer or exchange of information, whether oral or by document, and whether face-to-face, by
22 telephone, mail, personal delivery or otherwise.

23 61. “RELATING TO” means concerning, referring to, summarizing, reflecting,
24 constituting, containing, embodying, pertaining to, involved with, mentioning, discussing,
25 consisting of, comprising, showing, commenting upon, evidencing, describing or otherwise
26 relating to the subject matter.

 62. “CONCERNING” means RELATING TO, referring to, describing, evidencing, or
 constituting.

1 63. “PERSON” or “ENTITY” means any natural person, corporation, partnership,
2 association, or government agency.

3 64. The words “and” and “or” shall be construed in the conjunctive or disjunctive,
4 whichever makes the request more inclusive.

5 65. The terms “including” and “include” shall be construed in such a way as to suggest
6 or provide an example or examples. The terms “including” and “include” shall not be construed
7 in such a way as to limit or confine the broader term or concept for which the example is being
8 given.

9 66. “Any” shall mean one or more; “each” shall mean “each and every.”

10 67. The singular form of a word shall, where the context permits, be interpreted as
11 plural.

12 68. Any pronoun shall be construed to refer to the masculine, feminine, or neuter
13 gender as in each case is most appropriate.

14 69. Capitalized terms below have the defined meanings set forth above. Other terms
15 have their generally understood meaning.

DEPOSITION TOPICS

1
2 1. Prosecution of the ASSERTED PATENTS, including, but not limited to,
3 statements or submissions made to any Examiner in any country during the prosecution of the
4 ASSERTED PATENTS.

5 2. All information RELATING TO the filing or prosecution of the ASSERTED
6 PATENTS known to each individual associated with the filing or prosecution of the ASSERTED
7 PATENTS, including, but not limited to, art or information that was material or was considered to
8 be material to the patentability of any claims pending at any time in the applications for the
9 ASSERTED PATENTS.

10 3. The conception, reduction to practice, research, development, design, manufacture,
11 first offer for sale, disclosure, public use, and/or first sale of the inventions disclosed in the
12 ASSERTED PATENTS.

13 4. All facts and circumstances, including DOCUMENTS, upon which YOU will rely
14 to prove and corroborate diligence in reducing to practice any of the inventions disclosed in the
15 ASSERTED PATENTS.

16 5. Any DOCUMENTS, including references, specifications, or standards, considered
17 or referred to in the course of the conception, reduction to practice, research, development,
18 design, manufacture, first offer for sale, disclosure, public use, and/or first sale of the inventions
19 disclosed in the ASSERTED PATENTS.

20 6. YOUR knowledge of any PRIOR ART relevant to the subject matter of the
21 ASSERTED PATENTS.

22 7. Any PRIOR ART search regarding the ASSERTED PATENTS and/or any related
23 patents or applications.

24 8. Any COMMUNICATIONS from third parties asserting or suggesting that any
25 PRIOR ART reference or subject matter is relevant to the ASSERTED PATENTS

26 9. Marking (in the broadest sense with reference to 35 U.S.C. § 287), by any person
or entity, of any of the following with the number of the '526 PATENT, or any patent related to

1 the '526 PATENT: (a) any product, service, system, apparatus, or website; or (b) any
2 DOCUMENT referring or RELATING TO any product, service, system, apparatus, or website.

3 10. Marking (in the broadest sense with reference to 35 U.S.C. § 287), by any person
4 or entity, of any of the following with the number of the '886 PATENT, or any patent related to
5 the '886 PATENT: (a) any product, service, system, apparatus, or website; or (b) any
6 DOCUMENT referring or RELATING TO any product, service, system, apparatus, or website.

7 11. YOUR first knowledge or awareness of each of the ACCUSED PRODUCTS
8 identified in any version of YOUR Disclosure of Asserted Claims and Infringement Contentions,
9 including without limitation YOUR first knowledge of any feature or functionality that CISCO
10 accuses of infringing the ASSERTED PATENTS in THIS LITIGATION.

11 12. Any analyses or evaluation performed by or on behalf of YOU of any version of
12 the ACCUSED PRODUCTS, including any feature or functionality of such products that CISCO
13 accuses of infringing the ASSERTED PATENTS in THIS LITIGATION.

14 13. COMMUNICATIONS with ARISTA or any third party RELATING TO
15 infringement of either or both of the ASSERTED PATENTS, including the dates of such
16 COMMUNICATIONS and the identity of the individual(s) making and receiving such
17 COMMUNICATIONS.

18 14. The facts and circumstances surrounding any efforts to sell, license, or develop
19 (including by integration or development into industry standards or specifications) the
20 ASSERTED PATENTS and/or technology that YOU contend is covered by or practices the
21 ASSERTED PATENTS.

22 15. The development, design, and operation of any CISCO product that you contend
23 practices the ASSERTED PATENTS, and how such products practice the ASSERTED
24 PATENTS on a claim-by-claim, and element-by-element basis.

25 16. The facts and circumstances surrounding any decisions regarding whether or not to
26 develop commercial embodiments of the ASSERTED PATENTS, decisions to cut funding or not
pursue developing commercial embodiments of the ASSERTED PATENTS, and any commercial
implementation of the ASSERTED PATENTS in any country.

1 17. The development, evaluation, implementation or knowledge of any alternative(s)
2 to the methods claimed in the ASSERTED PATENTS for achieving the same goals. The facts
3 and circumstances surrounding any commercial success, long felt but unsolved need, unexpected
4 results, expressions of disbelief by experts, copying by others, and/or failure of others
5 RELATING TO the claimed inventions of the ASSERTED PATENTS, including all facts and
6 evidence upon which YOU may rely to prove any secondary indicia of nonobviousness
7 RELATING TO the ASSERTED PATENTS, and the factual basis for any purported nexus
8 between such indicia and the ASSERTED PATENTS.

9 18. YOUR knowledge of efforts by CISCO to use and improve the products acquired
10 from Amteva Technologies, Inc., including the UM CLI product.

11 19. YOUR policies, practices, and conduct relating to the applications and registration
12 of copyrights of original or derivative works, including YOUR policies, practices, and conduct
13 relating to the registration of works that include preexisting material, whether such preexisting
14 material was authored by YOU or a third party.

15 20. YOUR policies, practices, and conduct relating to the OPEN SOURCING of any
16 aspect of your software.

17 21. YOUR policies, practices, and conduct relating to YOUR contribution or the
18 contribution of YOUR employees to standard-setting bodies and other membership organizations
19 such as the IETF and the IEEE, as such contributions relate to YOUR intellectual property rights,
20 the OPEN SOURCING of YOUR software, any reservation or failure to reserve intellectual
21 property rights in work created by YOU or YOUR employees, and the grant of licenses to third
22 parties or the public relating to work contributed by YOU or YOUR employees to such
23 organizations.

24 22. YOUR policies, practices, and conduct relating to the incorporation of third-party
25 source code into YOUR software, including attribution of third-party contributions and the use of
26 copyright notices.

1 23. YOUR policies, practices, and conduct relating to the incorporation by third
2 parties of your source code into their software, including attribution of YOUR contributions and
3 the use of copyright notices.

4 24. The copyright registrations attached to the SECOND AMENDED COMPLAINT,
5 including YOUR decision to apply for them, the identity of the persons involved with the
6 decision to apply for them, the factors YOU considered in deciding to apply for them, and the
7 identity of the persons involved with applying for them.

8 25. The OPEN SOURCING of any aspect of the works described in the copyright
9 registrations attached to the SECOND AMENDED COMPLAINT.

10 26. YOUR contribution or the contribution of YOUR employees to standard-setting
11 bodies and other membership organizations such as the IETF and the IEEE, as such contributions
12 relate to any aspect of the works described in the copyright registrations attached to the SECOND
13 AMENDED COMPLAINT, including any reservation or failure to reserve intellectual property
14 rights in those aspects of the works, and the grant of licenses to third parties or the public relating
15 to those aspects of the works.

16 27. YOUR incorporation of third-party source code into any aspect of the works
17 described in the copyright registrations attached to the SECOND AMENDED COMPLAINT,
18 including any attribution of third-party contributions in the works or the registrations and the use
19 of copyright notices in the works.

20 28. The identification and nature of “third-party” material described and/or disclosed
21 in the copyright registrations attached to the SECOND AMENDED COMPLAINT, including the
22 author(s) of the material, when the material was authored, what rights, if any, Cisco obtained for
23 use, duplication, or distribution of that material, and how Cisco obtained such rights.

24 29. The identification and nature of “preexisting” material described and/or disclosed
25 in the copyright registrations attached to the SECOND AMENDED COMPLAINT, including the
26 author(s) of the material, when the material was authored, what rights, if any, Cisco obtained for
use, duplication, or distribution of that material, and how Cisco obtained such rights.

1 30. The incorporation by third parties of any aspect of the works described in the
2 copyright registrations attached to the SECOND AMENDED COMPLAINT into their software.

3 31. Any decision to seek or not to seek permission, advice, or counsel from any third
4 parties relating to the material referred to as third-party material in the copyright registrations
5 attached to the SECOND AMENDED COMPLAINT, YOUR conduct related to such decisions,
6 the factors YOU considered in making the decisions, the identity of all persons involved in such
7 decisions, and the identity of all persons involved in seeking such permission, advice, or counsel.

8 32. YOUR COMMUNICATIONS with any third parties relating to the copyright
9 registrations attached to the SECOND AMENDED COMPLAINT, including your
10 communication with any third parties whose source code was incorporated into the works
11 referenced in the copyright registrations.

12 33. YOUR agreements with employees and/or contractors relating to works for hire as
13 they relate to the asserted copyrighted works.

14 34. The facts and circumstances underlying the dispute between YOU and
15 STANFORD UNIVERSITY that led to the STANFORD LICENSE.

16 35. The facts and circumstances that led to the amendments to the STANFORD
17 LICENSE, including but not limited to “Amendment No. 2” to the LICENSE AGREEMENT.

18 36. The negotiation of, and Cisco’s understanding of the meaning of the terms of the
19 STANFORD LICENSE, including the rights and obligations of the parties to the STANFORD
20 LICENSE.

21 37. The material licensed by STANFORD UNIVERSITY to CISCO, including the
22 licensed material developed at STANFORD UNIVERSITY with grant support from the U.S.
23 Government under NIH Contract No. RR00785, the source code and binary files designated
24 Gateway/TIP software, including all related material, documents, information, and other related
25 know-how as described in Attachment 1 to the STANFORD LICENSE, and all licensed material
26 received by CISCO pursuant to the STANFORD LICENSE.

 38. YOUR COMMUNICATIONS with STANFORD UNIVERSITY RELATING TO
the assertion of intellectual property rights against any third party (including but not limited to

1 any THIRD PARTY VENDORS), including but not limited to any notice provided by YOU to
 2 STANFORD UNIVERSITY and any approval (or withholding of approval) provided by
 3 STANFORD UNIVERSITY to YOU RELATING TO the assertion of intellectual property rights
 4 against any third party.

5 39. YOUR COMMUNICATIONS with STANFORD UNIVERSITY RELATING TO
 6 THE STANFORD LICENSE and/or THIS LITIGATION, including but not limited to any notice
 7 provided by YOU to STANFORD UNIVERSITY and any approval (or withholding of approval)
 8 provided by STANFORD UNIVERSITY to YOU RELATING TO THIS LITIGATION.

9 40. The facts and circumstances surrounding the letter from YOU to STANFORD
 10 UNIVERSITY dated December 18, 2002 (*see, e.g.*, CSI-CLI-01326890) regarding potential
 11 copyright-infringement against HUAWEI, Spot International, BSA International, ADTRAN,
 12 Accton, PROCKET, Netscreen, DELL, JUNIPER, and REDBACK, including all
 13 COMMUNICATIONS with STANFORD UNIVERSITY relating to the substance of the
 14 foregoing correspondence, and any subsequent decision by CISCO relating to the initiation of
 15 copyright-infringement litigation against the foregoing entities.

16 41. YOUR knowledge of the CLI used and supported by Arista and/or EOS, from the
 17 time of Arista's founding to the present, including Arista CLI commands, hierarchies, modes,
 18 prompts, and responses; any similarity between Arista's CLI commands, hierarchies, modes,
 19 prompts, and responses and Cisco CLI commands, hierarchies, modes, prompts, and responses;
 20 and the identity of all persons with such knowledge.

21 42. The facts and circumstances surrounding when and how YOU first became aware
 22 that ARISTA and/or EOS used any CLI command, command mode, command hierarchy, and
 23 command response that YOU contend is similar or identical to a CLI command, command mode,
 24 command hierarchy, and command response supported by Cisco IOS.

25 43. For each of the THIRD PARTY VENDORS, YOUR knowledge of each vendor's
 26 CLI, from the time of Cisco's founding to the present, including such vendor's CLI
 hierarchies, modes, prompts, and responses; any similarity between such vendor's CLI

1 commands, hierarchies, modes, prompts, and responses and Cisco CLI commands, hierarchies,
2 modes, prompts, and responses; and the identity of all persons with such knowledge.

3 44. For each of the THIRD PARTY VENDORS, the facts and circumstances
4 surrounding when and how YOU first became aware that each vendor used any CLI command,
5 command mode, command prompt, command hierarchy, and/or command response that is similar
6 or identical to a CLI command, command mode, command prompt, command hierarchy, and/or
7 command response supported by Cisco IOS.

8 45. YOUR knowledge of ISCLI (also called "Industry Standard CLI"), from the time
9 of Cisco's founding to the present, including any ISCLI commands, hierarchies, modes, prompts,
10 and responses; any similarity between ISCLI commands, hierarchies, modes, prompts, and
11 responses and Cisco CLI commands, hierarchies, modes, prompts, and responses; and the identity
12 of all persons with such knowledge.

13 46. The facts and circumstances surrounding when and how YOU first became aware
14 that ISCLI (also called "Industry Standard CLI") used any CLI command, command mode,
15 command prompt, command hierarchy, and/or command response that is similar or identical to a
16 CLI command, command mode, command prompt, command hierarchy, and/or command
17 response supported by Cisco IOS.

18 47. Any analysis, report, study, or investigation YOU made or commissioned
19 RELATING TO the similarities between the Cisco CLI and the CLI of any of the THIRD
20 PARTY VENDORS, including but not limited to ALU, BROCADE, HP, and JUNIPER,
21 including the results therefrom, and the identity of all persons involved in the creation of the
22 analysis, report, study, or involved in the investigation.

23 48. The factual basis of CISCO General Counsel Mark Chandler's statement on his
24 blog post of November 16, 2015 that Arista uses over 500 of Cisco CLI commands while
25 "competitors like Alcatel Lucent, Brocade, HP and Juniper have only a fraction of [the] overlap in
26 their own products."

49. YOUR decision to sue or not to sue any third parties relating to the
COPYRIGHTED WORKS and/or any aspect of CISCO IOS, including its CLI, that YOU

1 contend is protected by copyright, including when such decisions were made, who participated in
 2 making such decisions, the factors considered in making such decisions, and actions taken in
 3 furtherance of those decisions, excluding any privileged communications.

4 50. YOUR policies, practices, and conduct relating to YOUR decisions to sue or not to
 5 sue any competitors, suppliers, or customers relating to intellectual property rights, including the
 6 factual basis of CISCO General Counsel Mark Chandler's statement on his blog post of
 7 December 5, 2014 that "In the thirteen years I've been General Counsel of Cisco, I can count on
 8 one hand the number of times we've initiated suit against a competitor, supplier or customer."

9 51. YOUR belief, custom, practice, policy, or culture—if any—of avoiding becoming
 10 the plaintiff in a lawsuit over intellectual property rights.

11 52. YOUR characterization, or the characterization of any third party, whether
 12 externally or internally, whether digital, written, or oral, of any aspect of Cisco CLI as an
 13 "industry standard," a "de facto industry standard," an "accepted industry term," or any other
 14 similar term, including any decision to characterize it as such or not to characterize it as such, the
 15 identity of all persons involved with such decisions, the identity of all persons involved in such
 16 characterizations or attempts to remove or terminate such characterizations, the factors considered
 17 in making the decisions, and the actions taken in furtherance of the decisions, including but not
 18 limited to such characterizations as they appear in the following exemplary documents:

- 19 • ARISTANDCA00009488
- 20 • ARISTANDCA00010408
- 21 • ARISTANDCA00010430
- 22 • ARISTANDCA00010513
- 23 • ARISTANDCA00010536
- 24 • ARISTANDCA00010590
- 25 • ARISTANDCA00010591
- 26 • ARISTANDCA00010605
- ARISTANDCA00010675
- ARISTANDCA00010689
- ARISTANDCA00010948
- CSI-ANI-00028654
- CSI-ANI-00031041
- CSI-ANI-00038089
- CSI-ANI-00038253
- CSI-ANI-00039523

- CSI-ANI-00040069
- CSI-ANI-00041292
- CSI-ANI-00041773
- CSI-ANI-00042368
- CSI-ANI-00043659
- CSI-ANI-00049235
- CSI-ANI-00056770
- CSI-ANI-00065736
- CSI-ANI-00073381
- CSI-ANI-00073865
- CSI-ANI-00073866
- CSI-ANI-00085278
- CSI-ANI-00095960
- CSI-ANI-00111458
- CSI-ANI-00123088
- CSI-ANI-00123091
- CSI-ANI-00210092
- CSI-ANI-00241504
- CSI-ANI-00252097
- CSI-ANI-00311469
- CSI-ANI-00319839
- CSI-ANI-00320219
- CSI-ANI-00320862
- CSI-ANI-00336059
- CSI-ANI-00427910
- CSI-ANI-00457470
- CSI-ANI-00626035
- CSI-CLI-00660992
- CSI-CLI-00682250
- CSI-CLI-00685076
- CSI-CLI-00807360
- CSI-CLI-00857309
- CSI-CLI-00863902
- CSI-CLI-01130272
- CSI-CLI-01133437

53. YOUR knowledge of the use of the term “industry standard” or any similar term by others to refer to any aspect of Cisco CLI, including the use of such terms to refer to Cisco CLI commands, and the identity of all persons having such knowledge.

54. Any decision to use any aspect of Cisco CLI to advance YOUR position in the marketplace for networking hardware, including the factors YOU considered in making the

1 decisions, the identity of all persons involved in such decisions, and the identity of all persons
2 involved in implementing such decisions.

3 55. Any analysis, report, study, or investigation YOU made or commissioned of the
4 value to Cisco of treating or characterizing of any aspect of the Cisco CLI as an “industry
5 standard,” a “de facto industry standard,” or any other similar term, or the value of it being
6 understood among relevant market participants (customers, vendors, competitors) that the Cisco
7 CLI was an “industry standard,” a “de facto industry standard” or had a similar treatment,
8 including the results therefrom and the identity of all persons involved in the creation of the
9 analysis, report, study, or involved in the investigation.

10 56. Any analysis, report, study, or investigation YOU made or commissioned
11 regarding barriers to entry in the enterprise networking market related to Cisco’s CLI, including
12 the results therefrom and the identity of all persons involved in the creation of the analysis, report,
13 study, or involved in the investigation.

14 57. Any analysis, report, study, or investigation YOU made or commissioned
15 regarding investments made by actual or prospective customers in training and/or certifying
16 employees or other types of workers (including consultants) to use Cisco’s CLI.

17 58. Any analysis, report, study, or investigation YOU made or commissioned
18 regarding hiring practices of actual or prospective customers relating to an employee’s, worker’s,
19 and/or consultant’s familiarity, certification, or expertise with Cisco’s CLI.

20 59. The content and terms of licenses, potential licenses, assignments or other
21 transactions associated with the subject matter of the ASSERTED PATENTS.

22 60. The relationship between demand for the ACCUSED PRODUCTS and the alleged
23 inventions of the ASSERTED PATENTS.

24 61. The relationship between demand for the ACCUSED PRODUCTS and features not
25 covered by the ASSERTED PATENTS, including noninfringing components.

26 62. The injury, if any, claimed by CISCO as a result of the alleged infringement by
ARISTA.

1 63. The resolution of the HUAWEI LITIGATION, including the negotiation of the
2 settlement of the litigation and the terms of such settlement.

3 64. The existence, negotiation, content, and terms of all licenses, potential licenses,
4 assignments, or other IP-related transactions RELATING TO the COPYRIGHTED WORKS or
5 any copyrights associated with any version of Cisco IOS, including but not limited to any license
6 agreements, settlement agreements, and any other agreements between YOU and any third party.

7 65. The existence, negotiation, content, and terms of all licenses, potential licenses,
8 assignments, or other IP-related transactions RELATING TO any CLI commands, command
9 hierarchies, command modes, command prompts, and command responses supported by any
10 version of Cisco IOS.

11 66. The existence, negotiation, content, and terms of all licenses, potential licenses,
12 assignments, or other IP-related transactions RELATING TO any CLI commands, command
13 hierarchies, command modes, command prompts, and command responses supported by any
14 version of any third-party software or operating system, including the CLI supported by the
15 networking products of any THIRD PARTY VENDORS.

16 67. The functionality and operation of the CiscoWorks Network Compliance Manager
17 (NCM) product, and any version of that product (including if sold or distributed under a different
18 name) that provides the same or similar functionality.

19 68. The functionality and operation of the “Cisco Network Service Orchestrator
20 (NSO) enabled by Tail-f” product, and any version of that product (including if sold or distributed
21 under a different name) that provides the same or similar functionality.

22 69. The functionality and operation of the Tail-f Network Control System (NCS) (now
23 owned by CISCO), and any version of that product (including if sold or distributed under a
24 different name) that provides the same or similar functionality.

25 70. The generation, use, and/or support of third-party CLI commands, command
26 hierarchies, command modes, command prompts, and command responses in YOUR CiscoWorks
Network Compliance Manager (NCM) product, including the development of associated network

1 element drivers (or similar drivers) that may utilize third-party CLI commands to communicate
2 with and/or manage third-party networking products.

3 71. The generation, use, and/or support of third-party CLI commands, command
4 hierarchies, command modes, command prompts, and command responses in YOUR “Cisco
5 Network Service Orchestrator (NSO) enabled by Tail-f” product, including the product’s support
6 of a “Juniper-style CLI,” and the development of associated network element drivers (or similar
7 drivers) that may utilize third-party CLI commands to communicate with and/or manage third-
8 party networking products.

9 72. The generation, use, and/or support of third-party CLI commands, command
10 hierarchies, command modes, command prompts, and command responses in the Tail-f Network
11 Control System (NCS) (now owned by CISCO), including the product’s support of a “Juniper-
12 style CLI,” and the development of associated network element drivers (or similar drivers) that
13 may utilize third-party CLI commands to communicate with and/or manage third-party
14 networking products.

15 73. YOUR use of any third-party CLI commands, command hierarchies, command
16 modes, command prompts, and command responses in any NETWORK MANAGEMENT
17 PRODUCT or conversion tools, including in any tools that YOU may use to convert third-party
18 configuration files, scripts, and commands into Cisco IOS-compatible configuration files, scripts,
19 and commands, and vice versa.

20 74. All license agreements, partnership agreements, or any other agreements that
21 govern, permit, and/or authorize YOUR use of any third-party CLI commands, command
22 hierarchies, command modes, command prompts, and command responses in any NETWORK
23 MANAGEMENT PRODUCT or conversion tools, including in any tools that YOU may use to
24 convert third-party configuration files, scripts, and commands into Cisco IOS-compatible
25 configuration files, scripts, and commands, and vice versa.

26 75. The factual basis and justification for YOUR use of any third-party CLI
commands, command hierarchies, command modes, command prompts, and command responses
in any NETWORK MANAGEMENT PRODUCT or conversion tools, including in any tools that

1 YOU may use to convert third-party configuration files, scripts, and commands into Cisco IOS-
2 compatible configuration files, scripts, and commands, and vice versa.

3 76. YOUR relationship with LiveAction, Inc. from the time of YOUR first knowledge
4 of LiveAction, Inc. to the present, including any agreements between YOU and LiveAction, Inc.
5 RELATING TO the use by LiveAction, Inc. of any aspect of the Cisco

6 77. CLI in LiveAction, Inc.'s products and services.

7 78. The facts and circumstances underlying the selection and creation of each
8 individual CLI command over which you assert copyright protection and allege copyright
9 infringement by ARISTA in THIS LITIGATION, including the identification of the person(s)
10 responsible for authoring such command, the alternative commands actually considered by YOU
11 at the time of the purported creation, the identification, description, ownership, and facts and
12 circumstances underlying the selection and creation of any preexisting or prior works from which
13 each such command was derived or inspired, and the identification and description of all

14 79. The facts and circumstances underlying the selection and creation of each
15 individual CLI command hierarchy over which you assert copyright protection and allege
16 copyright infringement by ARISTA in THIS LITIGATION, including the identification of the
17 person(s) responsible for authoring such hierarchy, the alternative hierarchies actually considered
18 by YOU at the time of the purported creation, the identification, description, ownership, and facts
19 and circumstances underlying the selection and creation of any preexisting or prior works from
20 which each such hierarchy was derived or inspired, and the identification and description of all
21 documents that corroborate such facts.

22 80. The facts and circumstances underlying the selection and creation of each
23 individual CLI command response over which you assert copyright protection and allege
24 copyright infringement by ARISTA in THIS LITIGATION, including the identification of the
25 person(s) responsible for authoring such command response, the alternative command responses
26 actually considered by YOU at the time of the purported creation, the identification, description,
ownership, and facts and circumstances underlying the selection and creation of any preexisting

1 or prior works from which each such command response was derived or inspired, and the
2 identification and description of all documents that corroborate such facts.

3 81. The facts and circumstances underlying the selection and creation of each
4 individual CLI command mode over which you assert copyright protection and allege copyright
5 infringement by ARISTA in THIS LITIGATION, including the identification of the person(s)
6 responsible for authoring such command mode, the alternative command modes actually
7 considered by YOU at the time of the purported creation, the identification, description,
8 ownership, and facts and circumstances underlying the selection and creation of any preexisting
9 or prior works from which each such command mode was derived or inspired, and the
10 identification and description of all documents that corroborate such facts.

11 82. The facts and circumstances underlying the selection and creation of each
12 individual CLI command prompt over which you assert copyright protection and allege copyright
13 infringement by ARISTA in THIS LITIGATION, including the identification of the person(s)
14 responsible for authoring such command prompt, the alternative command prompts actually
15 considered by YOU at the time of the purported creation, the identification, description,
16 ownership, and facts and circumstances underlying the selection and creation of any preexisting
17 or prior works from which each such command prompt was derived or inspired, and the
18 identification and description of all documents that corroborate such facts.

19 83. YOUR rules, best practices, and/or guidelines RELATING TO the selection,
20 creation, arrangement, and/or syntax of Cisco CLI commands, command hierarchies, command
21 modes, command prompts, and command responses.

22 84. YOUR disclosures of intellectual property rights—if any—to standards-setting
23 organizations, including to the IETF and IEEE, for each of the CLI commands that you are
24 asserting in THIS LITIGATION.

25 85. YOUR disclosures of intellectual property rights—if any—to standards-setting
26 organizations, including to the IETF and IEEE, for each industry standard (*e.g.*, IP, OSPF, BGP,
802.1x, etc.) to which each CLI command that you are asserting in THIS LITIGATION pertains.

1 86. YOUR efforts to ensure Cisco IOS's compliance, support, and/or compatibility
2 with the IETF and IEEE industry standards associated with the CLI commands that YOU are
3 asserting in THIS LITIGATION.

4 87. YOUR commitment to industry standards and vendor interoperability.

5 88. YOUR decision to sue, or to defer or postpone suing, ARISTA at any time,
6 including YOUR decision to sue in THIS LITIGATION, including when the decision was made,
7 who participated in making the decision, the factors considered in making the decision, and
8 actions taken in furtherance of that decision, excluding any privileged communications.

9 89. For each work you accuse ARISTA of infringing, the total number of commands
10 included in the Cisco CLI.

11 90. For each work you accuse ARISTA of infringing, the total number of command
12 responses included in the Cisco CLI.

13 91. For each work you accuse ARISTA of infringing, the total number of command
14 hierarchies included in the Cisco CLI.

15 92. For each work you accuse ARISTA of infringing, the total number of command
16 modes included in the Cisco CLI.

17 93. For each work you accuse ARISTA of infringing, the total number of command
18 prompts included in the Cisco CLI.

19 94. Any analysis, report, study, or investigation YOU made or commissioned
20 RELATING TO the commands used most frequently in the Cisco CLI, including the results
21 therefrom, and the identity of all persons involved in the creation of the analysis, report, study, or
22 involved in the investigation.

23 95. Any analysis, report, study, or investigation YOU made or commissioned
24 RELATING TO the command modes and/or prompts used most frequently in the Cisco CLI,
25 including the results therefrom, and the identity of all persons involved in the creation of the
26 analysis, report, study, or involved in the investigation.

 96. Any analysis, report, study, or investigation YOU made or commissioned
RELATING TO the command hierarchies used most frequently in the Cisco CLI, including the

1 results therefrom, and the identity of all persons involved in the creation of the analysis, report,
2 study, or involved in the investigation.

3 97. Any analysis, reports, study, or investigation YOU made or commissioned relating
4 to the value of the Cisco CLI, including the value related to any specific command, subset of
5 commands, command response(s), hierarchy(ies), command mode(s), and/or command prompt(s),
6 and the identity of all persons involved in the creation of the analysis, report, study, or involved in
7 the investigation.

8 98. For each CLI command that YOU allege was unlawfully copied by Arista, YOUR
9 investment of money and time in all research, development, drafting or composition activities that
10 led to the creation of such CLI command.

11 99. For each CLI command response that YOU allege was unlawfully copied by
12 Arista, YOUR investment of money and time in all research, development, drafting or
13 composition activities that led to the creation of such CLI command response.

14 100. For each CLI command mode that YOU allege was unlawfully copied by Arista,
15 YOUR investment of money and time in all research, development, drafting or composition
16 activities that led to the creation of such CLI command mode.

17 101. For each CLI command prompt that YOU allege was unlawfully copied by Arista,
18 YOUR investment of money and time in all research, development, drafting or composition
19 activities that led to the creation of such CLI command prompt.

20 102. For each CLI command hierarchy that YOU allege was unlawfully copied by
21 Arista, YOUR investment of money and time in all research, development, drafting or
22 composition activities that led to the creation of such CLI command hierarchy.

23 103. Financial metrics relating to the Cisco CLI commands, including but not limited to
24 YOUR revenues, profits, costs, projections, or other financial analyses relating to the Cisco CLI
25 commands.

26 104. Financial metrics relating to the Cisco CLI command hierarchies, including but not
limited to YOUR revenues, profits, costs, projections, or other financial analyses relating to the
Cisco CLI command hierarchies.

1 105. Financial metrics relating to the Cisco CLI command modes and prompts,
2 including but not limited to YOUR revenues, profits, costs, projections, or other financial
3 analyses relating to the Cisco CLI command modes and prompts.

4 106. Any harm to YOU allegedly caused by the sale, offer for sale, or use of any of
5 Arista's products, services, methods, or systems, including any harm to YOUR reputation, loss of
6 market share, loss of customers, lost sales, or lost profits.

7 107. The identity of any sale that YOU contend YOU have lost to Arista as a result of
8 Arista's alleged infringement of any one or more Cisco registered works.

9 108. YOUR computation, calculation, or estimation of damages, lost profits, or
10 reasonable royalties in this action.

11 109. Any analysis, report, study, or investigation YOU made or commissioned
12 RELATING TO the past, current, or potential demand, marketing, marketability, revenues, costs,
13 profits, market share, pricing, distribution, or customer perceptions of the Cisco CLI commands.

14 110. Any analysis, report, study, or investigation YOU made or commissioned
15 RELATING TO use by others of any Cisco CLI command.

16 111. YOUR knowledge of Arista's products and services.

17 112. Any strategy or plan developed by YOU to compete against Arista and/or to harm
18 Arista's business or financial prospects, including the identity of any Cisco team or group formed
19 to compete with Arista and any competitive initiatives involving Arista.

20 113. Any communications from YOUR customers, including potential customers,
21 relating to the Cisco CLI commands, including the importance or value of the Cisco CLI
22 commands, or any specific command or subset of commands.

23 114. All purchasing-relating factors considered by YOUR actual or prospective
24 customers when such customers are deciding whether to purchase an accused Arista product or
25 service over any Cisco product or service that Cisco contends competes (or competed) with an
26 accused Arista product or service, including any factors mentioned in sales calls reports, sales
meeting minutes, competitive market analyses, or customer surveys.

1 115. Historical and projected customer preferences and desired attributes for Cisco
2 products incorporating the Cisco CLI commands.

3 116. All marketing efforts that describe the advantages or benefits of Cisco products
4 incorporating the Cisco CLI commands over other alternative products.

5 117. YOUR involvement in, contribution or license to, or objection to the development,
6 use or distribution of RANCID (Really Awesome New Cisco conflg Differ), including any
7 COMMUNICATIONS with Shrubbery Networks, Inc. regarding RANCID, and YOUR
8 COMMUNICATIONS with YOUR actual or potential customers regarding RANCID.

9 118. All information relating to YOUR efforts to develop features or functionality
10 previously developed or implemented by Arista, including, but not limited to, YOUR efforts to
11 develop NX-API, POAP (Power On Auto Provisioning), VM Tracker, ABM (Active Buffer
12 Monitoring), and Linux subsystem access (i.e., the ability to use BASH CLI in Cisco IOS),
13 including the identity of all persons involved with or responsible for YOUR efforts, any
14 decision(s) made to develop and implement features already developed or implemented by Arista,
15 and the identity of all persons who made the decision(s).

16 119. The functionality and operation of NX-API, and any version of that
17 product/feature (including if sold or distributed under a different name) that provides the same or
18 similar functionality.

19 120. The functionality and operation of POAP (Power On Auto Provisioning), and any
20 version of that product/feature (including if sold or distributed under a different name) that
21 provides the same or similar functionality.

22 121. The functionality and operation of VM Tracker, and any version of that
23 product/feature (including if sold or distributed under a different name) that provides the same or
24 similar functionality.

25 122. The functionality and operation of ABM (Active Buffer Monitoring), and any
26 version of that product/feature (including if sold or distributed under a different name) that
provides the same or similar functionality.

1 123. The functionality and operation of Linux subsystem access (i.e., the ability to use
2 BASH CLI) in Cisco IOS, and any version of that product/feature (including if sold or distributed
3 under a different name) that provides the same or similar functionality.

4 124. All actions YOU have taken to search for, gather, secure, and produce responsive
5 documents, including (a) the locations searched, (b) persons from whom documents were
6 collected, (c) the identity of all persons who have possession, custody or control of responsive
7 documents, and (d) any inquiries made to locate responsive documents and the response to any
8 such inquiries.

9 125. The quantity, identity, and location of all responsive documents in YOUR
10 possession, custody, or control, including hard copy files, servers, email systems, backup systems,
11 hard drives, optical disks, databases, cellphones, cloud services, voice mail, third-party storage,
12 and offsite locations.

13 126. YOUR policies, practices, and conduct regarding the retention of documents
14 generally and the retention of responsive documents in this case.

15 127. YOUR issuance of litigation holds related to this action.

16 128. The identity and description of any responsive documents that have been lost,
17 destroyed, deleted, discarded, damaged, or overwritten, whether pursuant to a document retention
18 policy or otherwise, including the circumstances under which they were lost, deleted, destroyed,
19 discarded, damaged or overwritten.

20 129. YOUR written policies and enforcement procedures regarding use of YOUR
21 computers and data or personal computers and data, including desktop computers, laptop
22 computers, home-based computers, portable devices (portable digital assistants, telephones, mini
23 computers or tablets, external hard drives, CDs and DVDs, and USB flash drives), or any other
24 computers or devices used for business or communication purposes.

25 130. YOUR systems for email, instant messaging, SMS and/or MMS texting, video
26 conferencing, any other electronic communications systems.

 131. YOUR document management, archival and/or backup systems and procedures,
including servers, disk, tape, or other media, including the EDCS system.

PROOF OF SERVICE

I am employed in the City and County of San Francisco, State of California in the office of a member of the bar of this court at whose direction the following service was made. I am over the age of eighteen years and not a party to the within action. My business address is Keker & Van Nest LLP, 633 Battery Street, San Francisco, CA 94111-1809.

On January 19, 2016, I served the following document(s):

**DEFENDANT ARISTA NETWORKS, INC.'S NOTICE OF
RULE 30(B)(6) DEPOSITION OF PLAINTIFF CISCO SYSTEMS, INC.**

☒ by **E-MAIL VIA PDF FILE**, by transmitting on this date via e-mail a true and correct copy scanned into an electronic file in Adobe "pdf" format. The transmission was reported as complete and without error.

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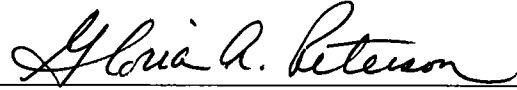
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1 Executed on January 19, 2016, at San Francisco, California.

2 I declare under penalty of perjury under the laws of the State of California that the above is true
3 and correct.

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5 Gloria A. Peterson
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